WARRANTY TERMS 2015
ANDALAY SOLAR 250W / 255W / 260W DC PANEL
(INCLUDING SEPARATE ENPHASE MICROINVERTER)
LIMITED WARRANTIES

Andalay Solar 250W/255W/260W DC Panels bundled with Enphase Energy, Inc. microinverters come with the following warranties:

- Photovoltaic solar module, including frame and electrical cables: ten (10) year limited product warranty and twenty-five (25) year limited performance warranty offered by Andalay Solar, Inc. ("Andalay Solar");
- Enphase Microinverter: twenty five (25) year limited warranty offered directly by Enphase Energy, Inc.
- Andalay Solar mounting hardware and balance of system parts ("BOS"): five (5) year limited warranty offered by Andalay Solar

This limited warranty ("Andalay Limited Warranty") is extended to the original end-user purchaser or a person to whom title has been transferred for the Products (each hereinafter referred to as "Customer"), each only to the extent the products remain as originally installed.

ANDALAY SOLAR MODULE WARRANTY

Model numbers covered under this warranty are labeled: AX-XXX-1-DC4-0-B (where XXX is the module power rating)

1. Ten (10) Year Limited Product Warranty.

Subject to the exclusions listed below, Andalay Solar warrants the module(s), for a period not exceeding ten (10) years from the date of sale to the original Customer, shall be free from defects in materials and workmanship that have an effect on module functionality under normal application, installation, use and service conditions as specified in Andalay Solar' s standard product documentation.

Andalay Solar guarantees that the module will maintain the mechanical integrity and stability in accordance with approved operation methods described in our installation instructions; the glass of a module will maintain its integrity provided there are no indications of localized impacts or external forces; and the cable and connector plug of a module will remain safe and operational provided modules are professionally installed. Any damages caused by abrasion, improper installation or animals are exempt from this warranty.

Claims under the warranty can only be accepted if the malfunctioning or nonconformity of a module results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in Andalay Solar' s standard product documentation, as solely determined by Andalay Solar. Any color change on module or any other changes on module appearance do not represent defects, insofar as the change in appearance does not stem from defects in material and/or workmanship, and does not cause degradation of functionality of the module. If the module fails to conform to this warranty, Andalay Solar will, at its option, either repair or replace the module, or provide an appropriate residual market value of the product(s) as compensation.

2. Twenty-Five (25) Year Limited Performance Warranty

Subject to Andalay Solar determining in its sole discretion that any power loss is due solely to defects in materials or workmanship, Andalay Solar warrants the power output of each type of module(s) as follows:

- During the first year, Andalay Solar guarantees the actual power output of the module will be no less than 97% of the labeled power output.

- From year 2 to year 24, the actual annual power decline will be no more than 0.7%; by the end of year 25, the actual power output will be no less than 80% of the labeled power output.

The actual power output of the module shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out by an Andalay Solar designated facility or by a 3rd party testing institute recognized by Andalay Solar. Testing equipment tolerances will be applied to all actual power output measurements.

The power output values shall be those measured under Andalay Solar' s standard measurement conditions as follows: (a) light spectrum of AM 1.5; (b) irradiation of 1,000 W/m2; and (c) a cell temperature of 25 °C. Such measurements are carried out in accordance with IEC 60904 as tested by the junction box terminals per the calibration and testing standards of Andalay Solar, which are valid at the date of manufacture of the module(s). Andalay Solar' s calibration standards shall be compliant with the standards applied by international institutions accredited for this purpose.

However, module(s) applied with AR coating glass must bear 5% tolerance of power output.

In the event it is determined that there is a negative deviation of actual performance from the warranted values, then Andalay Solar, at its option, will compensate for such loss in power by either providing to the Customer additional modules to make up the total wattage loss, or by repairing or replacing the modules, or by providing an appropriate residual market value of the module(s) as compensation.

3. Warranty Exclusions

The 10-Year limited product warranty and the 25-year limited performance warranty shall only be granted to modules which have been properly mounted to the roof structure in accordance with all relevant Andalay Solar installation instructions, using genuine Andalay Solar mounting hardware and BOS as listed below.

The limited warranties set forth herein DO NOT apply to any module which has been subjected to negligence in transportation, handling, storage or use, or has been repaired, or in any way tampered with, or which has been subjected to extraordinary salt or chemical exposure, or which has been subjected to improper installation, application, alteration, unauthorized service, or which has been subjected to power failure surges, flood, fire, direct or indirect lightning strikes, or other acts of nature, or which has been subjected to accidental breakage, vandalism, explosions, acts of war, or other events outside Andalay Solar' s control. Additionally, the warranty only covers modules in their original installation position at their original installation site. Unless otherwise required by any mandatory applicable law, the limited warranties do not cover any cost associated with installation, removal or reinstallation of modules.

In addition, the limited warranties do not apply to any cosmetic change in appearance stemming from the normal wear and tear over time of product materials. Warranty claims will not apply if the product label, type or serial number of the applicable product has been altered, removed or made illegible.

ANDALAY SOLAR MOUNTING HARDWARE and BOS: FIVE (5) YEAR LIMITED WARRANTY

Limited BOS Product Warranty – Repair, Replacement or Refund: Andalay Solar warrants its mounting hardware and balance of system components ("BOS") against defects in materials and workmanship under normal use, installation and service conditions for a period of five (5) years from the date of purchase by the Customer ("BOS Warranty Period"). This portion of the Andalay Limited Warranty covers BOS manufactured by Andalay Solar, which is defined to include the following proprietary parts:

a) East-West Splice
b) G-Bolt and Nut
c) L-Bracket
d) North-South Bracket
e) Wire Management Clips
f) Microinverter Mounting Bracket
g) T-Cable
h) Extension Cable
i) Pigtail Cable

If a BOS defect arises and a valid claim is received by Andalay Solar within the BOS Warranty Period, at its option and to the extent permitted by law, Andalay Solar will either (1) repair the BOS at no charge to Customer using new parts or refurbished parts that are equivalent to new in performance and reliability, (2) exchange the BOS at no charge to Customer with a product that is new or refurbished that is equivalent to new in performance and reliability and is at least functionally equivalent to the original BOS, or (3) refund the purchase price of the BOS. When a BOS is exchanged, any replacement item becomes Customer's property and the replaced item becomes Andalay Solar's property. When a refund is given, the BOS for which the refund is provided must be returned to Andalay Solar and becomes Andalay Solar's property. Repair, replacement or refund is the sole and exclusive remedy of the Customer under the Andalay Limited Warranty. The BOS Warranty Period will not be extended, nor will a new BOS Warranty Period begin, upon any repair or replacement of the BOS. All removal, transportation, deinstallation, reinstallation, and related fees are specifically excluded from this Andalay Limited Warranty. Andalay Solar's warranty obligations for the BOS are limited to the terms set forth herein.

Obtaining Warranty Performance. Andalay Solar suggests that you retain the bill of sale (contract, invoice, or otherwise) for the module, microinverter or BOS (the "Products") as evidence of the date of purchase. To obtain warranty service, Customer should immediately notify the (i) installer who sold the Product or (ii) Andalay Solar at the address below. To obtain warranty coverage Andalay Solar must receive a notification of the claim within the relevant warranty period along with evidence of Product purchase date either via email to info@AndalaySolar.com with "Andalay Solar Warranty Claim" in the subject line or in writing to: Andalay Solar, Attn: Andalay Solar Warranty Claim, 2071 Ringwood Ave, Suite C, San Jose, CA, USA 95131. Upon receipt of a warranty claim, Andalay Solar or its designated representative shall conduct tests to determine if warranty coverage is applicable. Andalay Solar's tests shall be the sole determination for purposes of warranty settlement with respect to the Andalay Limited Warranty. Andalay Solar reserves the option to either (i) send the warranty claim to the manufacturer for warranty coverage, (ii) repair or replace the Product, or (iii) refund the original Product purchase price less depreciation. Any such refund will be pro-rated against the relevant product's 5, 10 or 25-year warranty period by the number of years and/or months from the date of purchase. The return of any Product will not be accepted by Andalay Solar unless accompanied by a valid Return Material Authorization Number and prior written authorization by Andalay Solar, both of which can be obtained by calling toll free to Andalay Solar at 1-888-395-2248. In the event the warranty claim is determined to be valid, Andalay Solar shall reimburse Customer for reasonable, customary, and documented transportation charges for both the return of the Product and reshipment of any repaired or replaced Product only if this cost is authorized in writing by the Andalay Solar Warranty Claim Department.

Exclusions. This Limited Warranty excludes the following conditions:

- Failure to properly operate or maintain the Product(s) in accordance with Andalay Solar's printed instructions provided with the Product(s).
- Any repair or replacement using a part or service not provided or authorized in writing by Andalay Solar.
- Damages caused by, in Andalay Solar's absolute judgment, Customer or third party abuse, accident, alteration, improper maintenance or installation, removal by anyone other than an Andalay Solar or authorized Andalay Solar representative, misuse, negligence or vandalism, riots, animal damage, or environmental pollution such as soot, salt damage, or acid rain, or earthquake, fire, flood, extreme weather conditions such as high wind or frozen water buildup, or other acts of God or other unforeseen conditions that are beyond Andalay Solar's control.
- Product(s) with the type or serial number(s) altered, removed, or illegible.
- Product(s) installed in a mobile or marine environment.
- Cosmetic defects, such as discoloration or scratches.

Limitation of Warranty. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT. ANDALAY SOLAR SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, USE OR APPLICATION, AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS AND ALL OTHER OBLIGATIONS OR LIABILITIES ON ANDALAY SOLAR'S PART. ANDALAY SOLAR SHALL NOT BE RESPONSBILE OR LIABLE IN ANY WAY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCT, OR FROM USE OR INSTALLATION. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANDALAY SOLAR IS NOT RESPONSIBLE FOR DIRECT, INCIDENTAL, CONSQUENTIAL OR SPECIAL DAMAGES INCLUDING BUT NOT LMITED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER. IF ANDALAY SOLAR CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY ANDALAY SOLAR IN ITS SOLE DISCRETION. No Andalay Solar reseller, agent, or employee is authorized to make any modification, extension, or addition to this Andalay Solar Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

ANDALAY SOLAR'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE PRODUCT OR SERVICE(S) FURNISHED OR TO BE FURNISHED, WHICH IS THE SUBJECT OF THE WARRANTY CLAIM. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSIONS OF DAMAGES, SO IN THOSE STATES THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THIS LIMITED PRODUCT WARRANTY.

Force Majeure. Andalay Solar shall not be responsible or liable in any way to Customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, fire, flood, explosion, war, riots, embargo, strikes, work stoppages, government requirement, civil or military authority, power failures, communication line disruptions, delays by suppliers, interruption or shortage in supply of parts or raw materials, acts or omissions of carriers, or other similar causes. In such cases, performance by Andalay Solar of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

Validity. This Limited Warranty is only valid for the United States and Canada.

Disputes. The construction, interpretation, performance and enforcement of this Limited Warranty shall be governed by the laws of the State of California. Neither the conflict of law principles nor the UN Convention on Contracts for the International Sale of Goods shall apply to this Limited Warranty or the construction and performance thereof. The parties hereto consent to the personal and exclusive jurisdiction of and venue in the state or federal courts within Santa Clara County, California, U.S.A. and waive any objection they may now or hereafter have to this venue of claims. In any legal proceeding arising from this Limited Warranty, the prevailing party shall be entitled to the award of its reasonable costs and attorneys' fees incurred in connection with such proceedings.

Andalay Solar provides the Enphase Energy, Inc. microinverter "as is", and expressly disclaims all responsibility, liability, and risk whatsoever, regardless of the basis for any claim on the microinverter(s). Andalay is providing a copy of the Enphase Energy warranty below as a convenience for its customers, but all customers are encouraged to contact Enphase Energy for a current version of the Enphase Energy microinverter warranty.

Enphase Energy Limited Warranty for Microinverters (dated June 2013)

Enphase Energy Inc. ("Enphase") has developed a highly reliable microinverter, designated as the M215 Series ("Microinverter"), that is designed to withstand normal operating conditions when used for its originally intended purpose in compliance with the Enphase User Manual made available with the originally shipped system. The Enphase limited warranty ("Limited Warranty") covers defects in workmanship and materials of the Enphase Microinverter ("Defective Product") for a period of twenty-five (25) years from the date of original purchase of such Microinverter at point of sale to the originally installed end user location (the "Warranty Period") in locations where we have approved our microinverters for installation as listed on our website at http://www.enphase.com/warranty. Enphase reserves the right to provide separate warranties that shall govern with respect to Microinverters installed in specific regions as set forth on our website at http://www.enphase.com/warranty.

During the Warranty Period, the Limited Warranty is transferable to a different owner ("Transferee") as long as the Microinverter remains installed at the originally-installed end user location ("Original Location") and the Transferee submits to Enphase a "Change of PV Ownership Form" and applicable Transfer Fee within 30 days from the date of transfer to the Transferee. This submission is a requirement for continued Limited Warranty coverage. The Transfer Fee is set forth in the Change of PV Ownership Form, and is subject to reasonable adjustment from time to time (as determined at Enphase's discretion). The Change of PV Ownership Form and payment instructions are available at http://www.enphase.com/warranty. Enphase reserves the right to provide separate warranties that shall govern with respect to Microinverters installed in specific regions as set forth on our website at http://www.enphase.com/warranty.

During the Warranty Period, if Enphase establishes, through inspection, the existence of a defect that is covered by the Limited Warranty, Enphase will at its option, either (1) repair or replace the Defective Product free of charge, or (2) issue a credit or refund for the Defective Product to the owner of the system in an amount up to its actual value at the time the owner notifies Enphase of the defect, as determined by Enphase.

If Enphase elects to repair or replace the Defective Product, Enphase will, at its option, use new and/or reconditioned parts in repairing or replacing the Defective Product. Enphase reserves the right to use parts or products of original or improved design in the repair or replacement of Defective Product. If Enphase repairs or replaces a Defective Product, the Limited Warranty continues on the repaired or replacement product for the remainder of the original Warranty Period or ninety (90) days from the date of Enphase's return shipment of the repaired or replacement product, whichever is later. The Limited Warranty covers a replacement unit to replace the Defective Product, but does not include labor costs related to (1) un-installing the Defective Product or (2) if applicable, re-installing a repaired or replacement product. To the extent applicable, the Limited Warranty also covers the costs of shipping a repaired or replacement product from Enphase, via a non-expedited freight carrier selected by Enphase, to locations where we have approved our microinverters for installation in North America as listed on our website at http://www.enphase.com/warranty. The Limited Warranty does not cover, and Enphase will not be responsible for, shipping damage or damage caused by mishandling by the freight carrier and any such damage is the responsibility of the freight carrier.

Enphase Microinverters are designed to withstand normal operating conditions and typical wear and tear when used for their original intent and in compliance with the installation and operating instructions supplied with the original equipment. The Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any Enphase Microinverter: (1) that has been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) that has been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, use in an unsuitable environment, or use in a manner contrary to the Enphase User Manual or applicable laws or regulations; (3) that has been subjected to fire, water, generalized corrosion, biological infestations, acts of God, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the Enphase Microinverter specifications, including high input voltage from generators or lightning strikes; (4) that has been subjected to incidental or consequential damage caused by defects of other components of the solar system; or (5) if the original identification markings (including trademark or serial number) of such Microinverter have been defaced, altered, or removed. This Limited Warranty does not cover cosmetic, technical or design defects, or shortcomings which do not materially influence or affect the energy production or degrade form, fit, or function of the Enphase Microinverter. The Limited Warranty does not cover costs related to the removal, installation or troubleshooting of the owner's electrical systems. The Limited Warranty does not extend beyond the original cost of the Enphase Microinverter.

To obtain repair or replacement service, credit or refund (as applicable) under this Limited Warranty, the owner must comply with the Return Merchandise Authorization Number (RMA) policy and procedure http://www.enphase.com/rma.

THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ENPHASE AND, WHERE PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. IN NO EVENT WILL ENPHASE BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY.

To the extent any implied warranties are required under applicable law to apply to the Enphase Microinverter, such implied warranties shall be limited in duration to the Warranty Period, to the extent permitted by applicable law. Some regions do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply. This Limited Warranty gives the owner specific legal rights, and the owner may have other rights that may vary from region to region.